

Fill in this information to identify the case:

Debtor 1 Joshua Jacob Shy

Debtor 2 \_\_\_\_\_

(Spouse, if filing)

United States Bankruptcy Court for the SOUTHERN District of OHIO

Case number 2:19-bk-57457

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: U.S. Bank Trust National Association, as Trustee for CVI LCF Mortgage Loan Trust I

Court claim no. (if known): 16-1

Last 4 digits of any number you use to identify the debtor's account: 3561

Date of payment change: 3/1/2020

Must be at least 21 days after date of this notice

New total payment: \$1,208.94

Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☒ No.

☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why:

Current escrow payment:

New escrow payment:

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☐ No

☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why:

Current interest rate: 5.75000%

New interest rate: 5.50000%

Current principal and interest payment: \$746.25 New principal and interest payment: \$727.45

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes. Attach a copy of any document describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment

New mortgage payment:

Debtor 1 Joshua Jacob Shy

Print Name

Middle Name

Last Name

Case number (if known) 2:19-bk-57457

**Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor

☒ I am the creditor's authorized agent.

**I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.**

**X** /s/ Darrelyn Thomas  
Signature

Date 1/27/2020

Print Darrelyn Thomas  
First Name Middle Name Last Name

Title Authorized Agent for Creditor

Company RAS Crane, LLC

Address 10700 Abbott's Bridge Road, Suite 170  
Number Street

Duluth GA 30097  
City

State

ZIP Code

Contact Phone 470-321-7112

Email dthomas@rascrane.com

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on January 28, 2020,

I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, and a true and correct copy has been served via CM/ECF or United States Mail to the following parties:

Martin N Baba  
3010 Hayden Road  
Columbus, OH 43235-7243

Joshua Jacob Shy  
2625 Charing Road  
Columbus, OH 43221-3627

Frank M Pees  
130 East Wilson Bridge Road  
Suite 200  
Worthington, OH 43085

Asst US Trustee (Col)  
Office of the US Trustee  
170 North High Street  
Suite 200  
Columbus, OH 43215

RAS Crane, LLC  
Authorized Agent for Secured Creditor  
10700 Abbott's Bridge Road, Suite 170  
Duluth, GA 30097  
Telephone: 470-321-7112  
Facsimile: 404-393-1425

By: /s/ Dena Eaves  
Dena Eaves  
deaves@rascrane.com

**FAY**  
**SERVICING**P.O. Box 619063  
Dallas, TX 75261-9063Business Hours (Central Time)  
Monday - Thursday 8:00AM - 9:00PM  
Friday 8:30AM - 5:30PM  
Saturday 10:00AM - 4:00PM  
Phone Number: (800) 495-7166JOSHUA J SHY  
2625 CHARING RD  
COLUMBUS OH 43221

January 6, 2020

Account Number: [REDACTED]  
Property Address: 2625 CHARING RD  
COLUMBUS, OH 43221**Changes to Your Mortgage Interest Rate and Payments on February 1, 2020**

Under the terms of your Adjustable-Rate Mortgage (ARM), you had a 6 month period during which your interest rate stayed the same. That period ends on February 1, 2020, so on that date your interest rate and mortgage payment change. After that, your interest rate may change every 6 month(s) for the rest of your loan term. Any change in your interest rate may also change your mortgage payment.

	<b>Current Rate and Monthly Payment</b>	<b>New Rate and Monthly Payment</b>
Interest Rate	5.75000%	5.50000%
Principal	\$157.83	\$165.33
Interest	\$588.42	\$562.12
Escrow (Taxes and Insurance)	\$481.49	\$481.49
<b>Total Monthly Payment</b>	<b>\$1,227.74</b>	<b>\$1,208.94 (due March 1, 2020)</b>

**Interest rate:** We calculated your interest rate on your adjustable rate mortgage (ARM) by taking a published "index rate", adding a certain number of percentage points, called the "margin", and taking into consideration any applicable rounding and interest rate caps. Under your loan agreement, your index rate is 1.91213% and your margin is 3.61000%. The 6-Month LIBOR - 1st Business Day is published monthly in the Wall Street Journal.

**Interest Rate Limits:** Your interest rate will never be greater than 15.10000% or less than 3.61000% over the life of the loan. Your interest rate can increase on this change date by no more than 1.50000%. Your interest rate can decrease on this change date by no more than 1.50000%.

**New Interest Rate and Monthly Payment:** The table above shows your new interest rate and new monthly payment. Your new payment is based on the 6-Month LIBOR - 1st Business Day, your margin, any applicable rate limitations as stated above, your loan balance of \$122,643.73 and your remaining amortizing term of 324 months.

**Prepayment Penalty:** Not applicable

**If You Anticipate Problems Making Your Payments:**

Contact Fay Servicing at 800-495-7166 as soon as possible. If you seek an alternative to the upcoming changes to your interest rate and payment, the following options **may** be possible (most are subject to lender approval):

Refinance your loan with us or another lender;

Sell your home and use the proceeds to pay off your current loan;

Modify your loan terms with us;

Payment forbearance temporarily gives you more time to pay your monthly payment;

If you would like contact information for counseling agencies or programs in your area, call the U.S. Department of Housing and Urban Development (HUD) at 800-569-4287 or visit [www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm). If you would like contact information for a State Housing finance agency, visit the U.S. Consumer Financial Protection Bureau (CFPB) at <http://www.consumerfinance.gov>.

ACH Debit Borrowers: You have previously authorized Fay Servicing, LLC, to automatically debit your bank account each month for the amount of your monthly payment of principal, interest, and escrow (if applicable). Please note the amount of your next ACH debit will be changed (increase/decrease) to reflect the amount of your new monthly payment as reflected herein. Fay Servicing, LLC, is authorized to debit your bank account each month until you provide written or oral notice to stop. Termination request must be received by Fay Servicing, LLC, at least three (3) business days prior to your next scheduled debit.

IF YOU ARE IN BANKRUPTCY, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT. IF YOUR ACCOUNT WAS DISCHARGED IN BANKRUPTCY WITHOUT A REAFFIRMATION, YOUR SERVICER IS NOT ATTEMPTING TO COLLECT OR RECOVER THE DISCHARGED DEBT AS YOUR PERSONAL LIABILITY. INSTEAD, WE ARE PROVIDING THIS REQUIRED NOTICE THAT YOUR ADJUSTABLE RATE IS CHANGING.

AS A RESULT OF A BANKRUPTCY PROCEEDING, YOU MAY NOT BE PERSONALLY LIABLE FOR THE UNPAID PRINCIPAL BALANCE; HOWEVER, IF WE (AS BENEFICIARY OR BENEFICIARY'S AGENT) RETAIN A SECURITY LIEN ON THE REAL PROPERTY, IT IS SUBJECT TO FORECLOSURE IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE LOCATED. IF YOU ARE NOT PERSONALLY LIABLE TO PAY THIS OBLIGATION BY REASON OF A BANKRUPTCY PROCEEDING, THIS IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT IT IS INTENDED FOR INFORMATIONAL PURPOSES. QUESTIONS REGARDING YOUR BANKRUPTCY SHOULD BE MADE DIRECTLY TO YOUR ATTORNEY OR THE COURT APPOINTED TRUSTEE.

Fay Servicing, LLC is a debt collector, and information you provide to us will be used for that purpose. To the extent your original obligation was discharged, or is subject to an automatic stay under the United States Bankruptcy Code, this is being provided for informational purposes only and does not constitute an attempt to collect a debt or impose personal liability. Our office hours are Monday-Thursday 8:00 AM - 9:00 PM Friday 8:30 AM - 5:00 PM, and Saturday 10:00 AM - 4:00 PM CST. Call today: 1-800-495-7166. NMLS ID# [REDACTED] NC residents: Fay Servicing, LLC, NC Permit Number [REDACTED] 425 S. Financial Pl., Suite 2000, Chicago, IL 60605-6011.